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US EPA RECORDS CENTER REGION 5



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February 4, 2010

VIA OVERNIGHT DELIVERY

Ms. Nola Hicks
Associate Regional Counsel
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**Re: City of Canton, Illinois - Prospective Purchaser Agreement
USEPA Region V Docket No. V-W-99-C-557**

Dear Nola:

Enclosed please find "Attachment A - Acknowledgement of Consent of Assignee/Transferee Cook Canton, LLC To be Bound by Prospective Purchaser Agreement," which has been executed by Mr. Scott Eells, Chief Operating Officer for Cook Canton, LLC. Execution of the enclosed Acknowledgement completes the approval process for transfer and assignment of the rights, benefits, liability protections and obligations under the express provisions of the "Agreement and Covenant Not To Sue Under the Authority of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., as amended," (a/k/a "Prospective Purchase Agreement") from the City of Canton to Cook Canton, LLC with respect to the approximate 7.3 acre parcel located within the "Canton Industrial Corporation Site," to be utilized for the Cook Canton development.

On behalf of the City of Canton and Cook Canton, LLC, we express our appreciation to you, Mike Gifford, Rick Karl, and the other Region V officials involved in approving the requested transfer and assignment. If you have any questions or need any additional information, please contact me immediately. Thank you.

Very truly yours,

HINSHAW & CULBERTSON LLP

Jon S. Faletto

Enclosure: "Attachment A - Acknowledgement of Consent of Assignees/Transferees Cook Canton, LLC and Cook Canton Incorporated To Be Bound by Prospective Purchaser Agreement"

cc: C. Peterson, City of Canton
E. Ponader, Taft Stettinius

Attachment A

***Acknowledgement of Consent of Assignee/Transferee Cook Canton, LLC To be Bound by
Prospective Purchaser Agreement***

The City of Canton, an Illinois municipal corporation, is negotiating an agreement to redevelop and reuse a portion of the 33 acre parcel of property located at the common street address of 260 East Elm Street in Canton, Fulton County, Illinois which previously was used for various manufacturing purposes from 1897 until 1984. That property, known as the "Canton Industrial Corporation Site" (hereafter the "Site"), is subject to an agreement by and between the City of Canton and the United States Environmental Protection Agency ("USEPA"), designated "*Agreement and Covenant Not To Sue Under the Authority of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended, (USEPA Region V Docket Number V-W-99-C-557).*" That agreement, commonly referred to as the "Prospective Purchaser Agreement," imposes certain obligations on and provides to the City of Canton, as the named Settling Respondent, certain rights, benefits, and liability protections, including those identified in Section IX "*United States' Covenant Not To Sue*" whereby the United States government agrees and covenants not to sue or take any other civil or administrative action against the Settling Respondent for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§9601, et seq.), with respect to the existing environmental contamination at the Site.

The City of Canton has reached a tentative agreement whereby Cook Canton, LLC, an Indiana Limited Liability Company, will acquire title to and ownership of approximately 7.3 acres of the Site (hereafter the "Property"), for development of a new medical equipment and supplies manufacturing facility. Before proceeding to acquire legal title to the Property to be utilized for the planned redevelopment at the Site, Cook Canton, LLC desire to secure the rights, benefits, liability protections, and obligations afforded to the City of Canton, as the Settling Respondent, pursuant to an assignment and transfer authorized under Section XIII of the Prospective Purchaser Agreement and approved by USEPA.

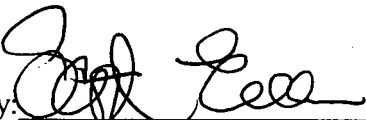
Consent. To effect an assignment and transfer of those rights, benefits, liability protections, and obligations conferred upon the City of Canton under said Agreement, Cook Canton, LLC hereby consents to be bound by the terms of the Prospective Purchaser Agreement, as it relates to the Property. Pursuant to Section XIII, Paragraph 30 of the Prospective Purchaser Agreement, Cook Canton, LLC, by and through its authorized representative, consents to be bound by all terms and conditions of the Prospective Purchaser Agreement applicable to the Property, including but not limited to (i) the obligations of Section VII to cooperate with USEPA and provide access, and (ii) the obligations of Section V to maintain all institutional controls put in place to ensure the long-term effectiveness of the risk-based cleanup for future use of the Property.

Certifications. Pursuant to Section XIII, Paragraph 30 of the Prospective Purchaser Agreement, Cook Canton, LLC hereby provides the certifications specified by Section VIII of the Prospective Purchaser Agreement in order for the Covenant Not To Sue in Section IX to be available to it.

By and through its authorized representative, Cook Canton, LLC hereby certifies:

1. Cook Canton, LLC has no information in its possession or in the control of its officers, employees, contractors, or agents which relates in any way to any Existing Contamination, as that term is defined in the Prospective Purchaser Agreement, or any release of hazardous substances, pollutants, or contaminants at or from the Canton Industrial Site other than information it has obtained from the City of Canton, which information was previously provided to the USEPA.
2. To the best of its knowledge and belief, Cook Canton, LLC has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Canton Industrial Corporation Site.

The undersigned hereby represents that he/she is fully authorized to provide the foregoing certifications and to legally bind Cook Canton, LLC to the terms and conditions of the 1999 Prospective Purchaser Agreement as it relates to the Property. The undersigned further certifies that based on information and belief, the statements and information in these certifications are true, accurate and complete.

By: 
Cook Canton, LLC,
an Indiana Limited Liability Company

Its: Scott Eells, Chief Operating Officer
Title

Date: JANUARY 13, 2010

U.S. ENVIRONMENTAL
PROTECTION AGENCY

FEB 04 2010

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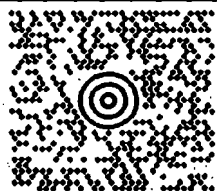
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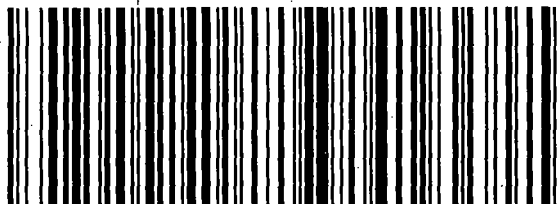


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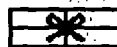


BILLING: P/P

Client Matter Number: 0894328
Attorney Initials: JSF

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